

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES

PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES
PROGRAM
PROJECT AGREEMENT

Made this 22 day of January 2013 between the City of Lynn with an address of 3 City Hall Square, Lynn, MA hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge Street, Suite 900, Boston, MA 02114.

* Title references are included on page three of this Project Agreement
Premises: Approximately 9.40 acres of land including any buildings thereon located at Neptune Boulevard in Lynn, Essex County, Massachusetts. For Participant's Title, see Book , Page , in the Essex County Registry of Deeds, at 46 Congress Street, Salem, MA 01970

WHEREAS, the **PARTICIPANT** has established a Park, Recreation, or Conservation Commission under Massachusetts General Laws Chapter 45, § 2 or Massachusetts General Laws Chapter 40, § 8C, hereinafter referred to as the **COMMISSION**, and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Parkland Acquisitions and Renovations for Communities (PARC) Program, pursuant to St. 1977, Chapter 933, as amended, for a project briefly described as follows:

Neptune Boulevard Park, PARC #26, The project will include, but not be limited to, the installation of a play area with safety surfacing, benches, picnic tables, and plantings will be added, construction of backstops and infield and perimeter fencing, the addition of soccer nets, goalposts, and an irrigation system,

hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has received said application and found the application to be in conformance with the Statewide Comprehensive Outdoor Recreation Plan, St. 1977, Chapter 933, as amended, and the PARC Program policies and regulation, 301 CMR 5.00.

WHEREAS, the **COMMONWEALTH** has approved said application and has obligated certain funds in the amount of \$400,000 (Four hundred thousand dollars).

WITNESSETH:

1. The **COMMONWEALTH** and the **PARTICIPANT** mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts PARC Program, its policies and regulation 301 CMR 5.00, Massachusetts General Laws Chapter 45, § 2, Massachusetts General Laws Chapter 40, § 8C, and St. 1996, Chapter 15.
2. The **PARTICIPANT** agrees to perform the **PROJECT** described above by authorizing its **COMMISSION** to develop, manage, maintain, and operate the **PROJECT** in accordance with the terms, conditions and obligations contained in the **PARTICIPANT'S** application(s), as approved, including any promises, conditions, plans, specification estimates, procedures, project

Return To:
Law Department - Room 406
3 City Hall Square
Lynn MA 01901

TITLE REFERENCES: Book 5650 Page 258-269
Book 5804 Page 719-725
Book 6037 Page 059

41
70-9

proposals, maps, and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the **PROJECT** shall be undertaken without advance approval by the **COMMONWEALTH**.

3. The **PARTICIPANT** agrees that the facilities of the **PROJECT** shall be open to the general public and shall not be limited to residents of the **PARTICIPANT**. The **PARTICIPANT** shall prominently display on the **PROJECT** a sign designated by the **COMMONWEALTH**, which sets forth public access and an indication that the **PROJECT** received PARC funds.
4. The **PARTICIPANT** acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands or easements taken or acquired for such park, recreation or conservation purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The **PARTICIPANT** hereby agrees that any property or facilities comprising the **PROJECT** will not be used for purposes other than those stipulated herein or otherwise disposed of unless the **PARTICIPANT** receives the appropriate authorization from the General Court, the approval of the Secretary of Energy and Environmental Affairs, and any authorizations required by the provisions of Massachusetts General Laws Chapter 40, § 15A or St. 1996, Chapter 15.
5. The **PARTICIPANT** agrees that any property or facilities comprising the **PROJECT** shall be retained and used at all times and in perpetuity for park purposes as stipulated herein. In the event that the property or facilities cease to be used for such purposes, all interest in the property or facilities shall revert to the Commonwealth pursuant to St. 1996, Chapter 15. The **PARTICIPANT** shall notify the Secretary in writing of any change in use or potential change in use of the property or facilities that is inconsistent with said park or outdoor recreation purposes. The **PARTICIPANT** shall have 90 days from the date written notice was received by the Secretary to present satisfactory evidence that the basis for reversion has been cured, in which case the property or facilities shall not revert. Upon receipt of written notice, the Secretary may review the circumstances of the property or facilities and determine that reversion of the property or facilities is not appropriate or essential to the protection of public open space in which case the provisions of paragraph 6 shall apply.
6. The **PARTICIPANT** further agrees that despite any such authorization and approval, in the event the property or facilities comprising the **PROJECT** are used for purposes other than those described herein, the **PARTICIPANT** shall provide other property and facilities of equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy and Environmental Affairs.
7. Failure by the **PARTICIPANT** to comply with the terms and conditions of this Agreement or the policies or regulation of the PARC Program may, at the sole option of the **COMMONWEALTH**, suspend or terminate all obligations of the **COMMONWEALTH** hereunder.
8. **PARTICIPANT** and **COMMONWEALTH** acknowledge that the benefit desired by the **COMMONWEALTH** from the full compliance by the **PARTICIPANT** is the existence, protection, and the net increase of park and recreation facilities, and that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. Consequently, the **PARTICIPANT** and the **COMMONWEALTH** agree that payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would be an

inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, that the terms and conditions of this Agreement shall be enforceable by specific performance.

9. The **PARTICIPANT** agrees to record a copy of this Agreement at the Registry of Deeds and to provide proof of such recording to the **COMMONWEALTH**. In the case of a development project, this Agreement shall be recorded with and a marginal notation entered on the deed to the property to be improved by **PROJECT**. This project agreement shall also be recorded and marginally noted on any prior deed, restriction, conveyance, or other instrument affecting the **PROJECT** area. Failure to do so shall not impair the validity or enforcement of the agreement. The **PARTICIPANT** agrees to reference this project agreement in any deed, restriction, or conveyance or other instrument affecting the **PROJECT** area.

COMMONWEALTH OF MASSACHUSETTS

BY


Secretary, Executive Office of
Energy and Environmental Affairs

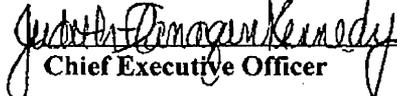
DATE: 1/29/2013

Approved As To Form

George S. Markopoulos
Assistant City Solicitor

PARTICIPANT

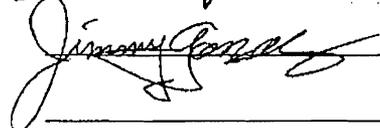
BY


Chief Executive Officer

PARK, RECREATION, OR
CONSERVATION COMMISSION

BY





DATE: 1/22/13

Attached hereto evidence of authority to execute this contract on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above.

* Title References:

Book	Page
5650	258-269
5804	719-725
6037	060-073 059

BK 5650 PG 258

Reg. & Unreg. Land
See Doc. No. 132,788

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

November 13, 1969

LYNN REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Lynn Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to the provisions of the Housing Authority Law of the Commonwealth of Massachusetts, (appearing in Massachusetts General Laws, (Ter. Ed.) Chapter 121, as amended), and having its principal office in Lynn, Essex County, Massachusetts, in pursuance of its powers as set out in said Housing Authority Law and every other power thereunto enabling, determined on November 9, 1967, that the area or areas hereinafter described within the City of Lynn constitute a substandard area or part of a substandard area, or a decadent area, or part of a decadent area as defined in Section 26U of said Chapter 121, as amended; and

WHEREAS, the Lynn Redevelopment Authority has prepared and the Mayor of said City, and said City acting through the Mayor and City Council have approved under date of November 14, 1967, an Urban Renewal Plan for the Lynnway-Summer Project, Mass. R-108 as defined in said Section 26J, for the redevelopment of said area, said plan being entitled "Lynnway-Summer Renewal Area"; and

WHEREAS, the Planning Board of said City, in accordance with the provisions of said Chapter 121, as amended, has made appropriate findings in connection with said Urban Renewal Plan and Projects; and

WHEREAS, the City of Lynn and the Lynn Redevelopment Authority have entered into an agreement dated December 12, 1967, entitled "Lynnway-Summer Project Cooperation Agreement" and

& 2 Plans
See Pl.
B.115
Pl.47

BK 5650 PG 259

providing for, among other things, the purchase of certain parcels of land for widening rights of way by said City in connection with the carrying out and completion of said Urban Renewal Plan; and

WHEREAS, on October 28, 1967, a public hearing on said Urban Renewal Plan and Project was held by the Lynn City Council after due notice; and

WHEREAS, on January 11, 1968, a public hearing on said Urban Renewal Plan and Project was held by the Department of Commerce and Development; and

WHEREAS, after said hearing, the Department of Commerce and Development under date of March 29, 1968, has approved said Urban Renewal Plan and Project and made appropriate findings all in accord with the provisions of Section 26KK of said Chapter 121, as amended; and

WHEREAS, the Lynn Redevelopment Authority has determined that the taking in fee simple by eminent domain of said area, as hereinafter described, is necessary and reasonably required to carry out the purposes of the Housing Authority Law and said Urban Renewal Plan; and particularly for public, semi-public, residential, commercial and industrial reuse; and

WHEREAS, the Lynn Redevelopment Authority in accordance with the provisions of General Laws, Chapter 121, Section 26P, subparagraph (b), of said Housing Authority Law has deposited with the Mayor of the City of Lynn security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by General Laws, (Ter. Ed.), Chapter 78, Section 40;

NOW THEREFORE, ORDERED: That the Lynn Redevelopment Authority, acting under the provisions of the Housing Authority Law and without limiting the generality of the foregoing, of Section 26P, subparagraph (b), of General Laws, (Ter. Ed.), Chapter 121, and

BK 5650 · PG 260

all other authority thereunto enabling, and pursuant to the applicable provisions of General Laws, (Ter. Ed.), Chapter 121, and all other authority thereunto enabling, and pursuant to the applicable provisions of General Laws, (Ter. Ed.), Chapter 78, and of any and every other power and authority to it, granted or implied, hereby takes for itself in fee simple by eminent domain for the purposes hereinbefore set forth, the area or areas located in the City of Lynn as hereinafter described, including all parcels of land therein, together with any and all easements and rights appurtenant thereto, including the trees, buildings, and other structures standing or affixed thereto, and including the fee to the center of any and all streets, highways and public ways, contiguous and adjacent to said area or areas, and including the fee to any and all streets, highways, and public ways, contiguous and adjacent to said area or areas, said area or areas being bounded and described in "Exhibit A" attached hereto and made a part hereof as though incorporated herein in full and being shown on a plan (hereinafter referred to as "Parcel Plan") entitled "Lynnway-Summer Urban Renewal Project, Mass. R-106, Lynn, Massachusetts. Plan of Land for Acquisition, Lynn Redevelopment Authority," drawn by Anderson-Nichols, Consulting Engineers, scale 1"=40', Sheet 4 and Sheet 5, dated November, 1988, a copy of which Parcel Plan is recorded herewith.

AND FURTHER ORDERED that the Lynn Redevelopment Authority hereby awards the following sums to the following persons, corporations, trustees, or other entities who appear as the title owner of record as of this date, said sum being the total amount of damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in each parcel or the areas hereinabove described and hereinbelow described and entitled to any damages by reason of the taking hereby made; the work "parcel" as herein used being construed to

mean any contiguous tract of land in the same ownership whether or not such tract consists of one or more platted lots or a fractional part thereof.

<u>Block & Parcel</u>	<u>Location</u>	<u>Owner</u>	<u>Concurrence Award</u>
7 - 10	76 Commercial St.	William Balatsa & Elsie Balatsa	\$ 13,000
7 - 14	84 Commercial St.	Richard Wheeler	\$ 950
7 - 15	98 Commercial St.	Richard P. Shattuck	\$ 950
7 - 17	23, 23A, 25, 25A Neptune Street	Sindra Trust, Frank Steinberg, Trustee	\$ 58,000
7 - 18	25B Neptune St.		
7 - 19	23B Neptune St.		
7 - 20	19, 19B & 21 Neptune St.	Mary A. Cocuzzo	\$ 3,200
7 - 26	83-88 Vine St.	North Shore Investments, Inc.	\$ 800
7 - 27	79 Vine St.	Anthony DeSisto & Catherine M. DeSisto Paradis	\$ 9,000
8 - 7	16-18 Neptune St.	Roland A. Bezube	\$ 5,400
8 - 8	20 Neptune St.	Robert J. Brown & Irene M. Brown	\$ 4,000
8 - 16	116 Commercial St.	Annie Dolan	\$ 14,000
8 - 19	18 Hoags Court	Robert L. Haskell & Rose M. Haskell	\$ 3,500
8 - 21	19 Hoags Court	Dorothy Sidman, formerly Francis M. Conroy	\$ 1,000
8 - 22	13 Hoags Court	Wasil Realty Trust John Muzichuk, Trustee	\$ 700
8 - 28	15 Stickney St.	Kenneth B. MacNichol & Aileen M. MacNichol	\$ 9,000
8 - 32	117, 117A Vine St.	Peter Arniotis & Demosthenes Arniotis	\$ 11,500
8 - 36	103 Vine St.	George Andrekos	\$ 13,000
9 - 1	20 Stickney St.	Claudio Capodacqua & Anna Capodacqua	\$ 10,500
9 - 7	132-138 Commercial St., 138-138A Commercial St.	Thomas F. McDonough & Mary A. McDonough	\$ 15,000

Peaks

ref + rec

BK5650. PG262

9 - 9	142 Commercial St.	Josephine C. Ierizzo	\$ 10,500
9 - 13	19-21 West St.	Winthrop Capital Corporation	\$ 1,400
11 - 5	86-88 Vine St.	Thomas G. Howland & Jessie B. Howland	\$ 1,800
11 - 8	88 Vine St.	Antonio J. Marino	\$ 6,400
11 - 9	100 Vine St.	John Famiano & Victor A. Ciampi	\$ 5,000
11 - 17	8-10 Stickney St.	Sam A. Lissack	\$ 20,000
11 - 19	8 West St.	Sam A. Lissack	\$ 1,800
11 - 22	16 West St.	Ben Fournier d/b/a	\$ 1,900
11 - 23	29 Charles St.	Fournier's Auto Body Shop	
11 - 30	8-11, 15, 15A, 15B Charles St.	Hairs of Harold M. Zorian	\$ 3,100
11 - 31	69 Prospect St.	Frances H. Nestor	\$ 1,900
11 - 32	56-57 Prospect St.	Frances H. Nestor	\$ 2,000
11 - 37	11 Prospect St. Place	Lawrence H. Allen	\$ 2,000
11 - 38	7 Prospect St. Place	John W. Ramsey & Roge E. Ramsey	\$ 3,700
11 - 38	51 Prospect St.	Estate of Rebecca Wentman, Morris Robinson, Trustee	\$ 16,900
11 - 42	33 Prospect St.	Christopher E. Hare- wood & Tabitha E. Harewood	\$ 12,800
11 - 50	15 Prospect St.	Edward W. Keaney & Sebastiana Keaney	\$ 10,500
12 - 6	274 Summer St.	Donald P. Porter & Avis E. Topping	\$ 28,800
12 - 6	280 Summer St.		
12 - 9	16 Prospect St.	John T. Hearn, Sr. & Vera L. Hearn	\$ 15,000
12 - 15	24-34A Prospect St.	Giuseppe Frattalona & Marie Frattalona	\$ 18,700
12 - 20	12 Prospect Court	Rosa Fertel	\$ 8,500
12 - 24	55 Prospect St.	Stephanie H. Dembowski formerly Henry W. Dem- bowski a/k/a Henry W. Dembowski	\$ 1,400
12 - 25	66-68 Prospect St.	Lillian A. Boudreau	\$ 5,500
12 - 27	70 Prospect St.		

BK 5650 PG 283

15 - 1	162-168 Summer St.	Estate of David Slobodkin, & Morris Slobodkin	\$ 24,600.
15 - 4A	192-210 Summer St.	Friedman Realty Trust, Philip Friedman, Trustee	\$ 38,000
15 - 5	66-90 Blossom St.	Annie Friedman.	\$ 10,200
15 - 7	55 Wheeler St.	Rosalie M. Tavarossa & Salvatore Tavarossa.	\$ 1,500
15 - 8	Between 51-55 Wheeler St.	Rosalie M. Tavarossa, Salvatore Tavarossa & Charitable Travelers Sheltering Association of Lynn, Inc.	\$ 100
15 - 9	53 Wheeler St.	Charitable Travelers Sheltering Association, Inc. of Lynn	\$ 16,100
15 - 10	48 Wheeler St.	Paul LoPorte	\$ 23,700
16 - 2	122-124 Summer St.	Albert G. DeLuoco	\$ 43,000
16 - 3	122-124 Summer St.	& Mary L. DeLuoco	
16 - 5	142-148 Summer St.	Pasquale Fulchini	\$ 40,500
17 - 1	121 Pleasant St.	I. G. Miller & Bro., Inc.	\$ 28,000
17 - 2	111-113 Pleasant St.		
17 - 3 (cov)	20 Wheeler St.	Pleasant Wheeler Trust,	\$ 30,900
17 - 11	108 Church St.	Leo Lavins, Trustee	
17 - 12	112 Church St.		
17 - 4	36 Wheeler St.	Birch Realty Trust, William J. Harvitt, Trustee	\$ 25,500
17 - 13	113 Church St.	Roman Catholic Archbishop of Boston, A Corporation	\$ 6,700
17 - 14	111 Church St.	Sole	
17 - 15	108 Church St.		
17 - 16	105-107 Church St.	Joseph L. Whitten & Dorothy M. Whitten	\$ 1,000
17 - 25	128-130 Blossom St.	Armand DiFilippo & Nancy DiFilippo	\$ 18,000
17 - 26	132 Blossom St.	James J. McSweeney & Maria F. McSweeney	\$ 12,500
17 - 28 (cov)	37 Alley St.	The Bourneuf Corp.	\$ 6,000
18 - 2	12 Alley St.	Sindra Trust, Frank Steinberg, Trustee	\$ 20,000
18 - 4	22 Alley St.	Phyllis M. Shea	\$ 14,500
18 - 8	26 Alley St.	Nathan Gass	\$ 36,000
18 - 7	40 Alley St.	Marguerite L. Prioli	\$ 8,000

BK 5650 PG 264

18 - 8	42 Alley St.	James J. Pasquale	\$ 13,000
18 - 10	50 Alley St.	Catherine Brennan	\$ 2,350
18 - 11	52 Alley St.	Ethel L. Howard	\$ 2,300
18 - 14	5 Daley Place	Frank E. Prioli, Trustee for Brenda Bocchetti	\$ 9,200
18 - 19	146-148A Blossom St.	Robert S. Wallis, & Gertrude Wallis	\$ 17,000
18 - 20	148B Blossom St.	John A. Booras & Christy A. Booras	\$ 1,000
18 - 22	154 Blossom St.	Samuel Snelerson & Ida R. Snelerson	\$ 40,000
18 - 22A	67 Harbor Street		
18 - 23	66 Harbor Street		
18 - 23A	56 Harbor Street		
18 - 24	51 Harbor Street	Joseph Barodi & Enzo H. DeNino	\$ 15,000
18 - 24A	49 Harbor Street	Enzo H. DeNino & U. Jean DeNino, Frances Levy, Joseph Barodi	\$ 2,000
18 - 26	41 Harbor Street	Enzo DeNino	\$ 4,100
19 - 3	26 Harbor Street	F. J. Realty Trust, Harry Jaffe & Nathan Jaffe, Trustees	\$ 16,600
18 - 3A	24 Harbor Street	Heirs of Eva Jaffe	\$ 7,700
19 - 8	327 Lynnway and 64-68 Harbor St.	F. H. Haskell Lumber Corporation	\$ 175,000
19 - 8	78-78 Harbor St.	Joseph Bushner, Ruth Bushner, Sidney Bushner Jeanette Bushner	\$ 14,000
18 - 12	168 Blossom Street	Philip Cordatta & Charles Cordatta	\$ 14,000

AND FURTHER ORDERED THAT the Secretary of the Lynn Redevelopment Authority cause this instrument of taking to be recorded in the office of the Essex County Registry of Deeds in Salem, Massachusetts.

BK 650 PG 265

IN WITNESS WHEREOF, we, the following members of the Lynn Redevelopment Authority have caused this corporate seal of the Authority to be hereto affixed and these presents to be signed in the name of and behalf of the Lynn Redevelopment Authority.

Dated: November 13, 1969

LYNN REDEVELOPMENT AUTHORITY

BY:

Norman R. Lagare
John R. [unclear]
[unclear]
[unclear]

Attest:

Walter T. McLeod, Jr.
Walter T. McLeod, Jr.
Executive Director and Secretary

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

November 13, 1969

Then personally appeared the above-named Chairman of the Lynn Redevelopment Authority and acknowledged the foregoing instrument to be the free act and deed of said Lynn Redevelopment Authority, before me.

George H. O'Connor
George H. O'Connor, Notary Public
My Commission Expires: 8/28/75

BK5650 PG266

CERTIFICATE

Lynn, Massachusetts

In accordance with the provisions of Chapter 79, Section 3, of the General Laws of Massachusetts, I, Walter T. McLeod, Jr., Executive Director of, and the duly appointed, qualified Secretary of the Lynn Redevelopment Authority, heraby certify that the attached is a true copy of an Order of Taking by Eminent Domain, adopted by the affirmative vote of the members of the Lynn Redevelopment Authority, at a lawfully called Special Meeting of the Authority, held in Lynn, Massachusetts, on the 13th day of November, 1969, at which meeting a quorum was present and voting throughout; and

I further certify that this Certificate is given in accordance with the provisions of Chapter 79 of the General Laws and also in accordance with a vote of the Authority that a copy of said Order, certified by its Secretary, be filed in the Registry of Deeds for the Southern District of Essex County.

IN WITNESS WHEREOF, I hereunto, set my hand and the seal of said Lynn Redevelopment Authority this 13th day of November, 1969.



Walter T. McLeod, Jr.
Walter T. McLeod, Jr.
Executive Director and Secretary
Lynn Redevelopment Authority

EXHIBIT A

For a more exact description of the individual project parcels, reference is made to the aforesaid Parcel Plan and the dimensions thereon.

Including the following parcels of REGISTERED LAND:

(1) A certain parcel of land, situate in said Lynn, being a portion of Parcel 7, in Block 9 on said Parcel Plan, bounded and described as follows:

SOUTHWESTERLY by Commercial Street, 34.88 feet;
NORTHWESTERLY by Stickney Street, 53.38 feet;
NORTHEASTERLY by land now or formerly of Ernest Robart, 34.10 feet; and
SOUTHEASTERLY by land now or formerly of Louisa C. Pedro, 53.31 feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 26234-A, drawn by Albert D. Martin, Surveyor, dated April 14, 1958, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed with original Certificate of Title #26304 in said Registry.

Owners: Thomas E. McDonough and Mary A. McDonough
Certificate of Title #26405.

(2) A certain parcel of land, situate in said Lynn, being Parcel 4A in Block 15 on said Parcel Plan, bounded and described as follows:

SOUTHWESTERLY by Blossom Street, 107.87 feet;
NORTHWESTERLY by Summer Street, 134.21 feet;
NORTHEASTERLY by land now or formerly of Morris Baril, 80.92 feet; and

BK 5650 PG 268

SOUTHEASTERLY by land now or formerly of F. Petras et al,
117.76 feet.

All of said boundaries are determined by the Court to be located as shown upon a plan numbered LB092-A, drawn by William H. Ritchie, Surveyor, dated June 1941, as modified and approved by the Court. Filed in the Land Registration Office, a copy of a portion of which is filed with original Certificate of Title #13974 in said Registry.

Owner: Philip Friedman, Trustee of Friedman Realty Trust, Certificate of Title #34541.

Excluded from the above described project parcels are the portions of Parcels 3 and 28 in Block 17, described as follows:

A portion of Block 17, Parcel 3 - (Sev.) - The excluded portion of this parcel, located on the southerly side of Wheeler Street, containing 32,704 square feet more or less, owned now or formerly by Pleasant Wheeler Trust, Leo Levine, Trustee, is bounded and described as follows:

NORTHERLY by Wheeler Street, 335.21 feet;
NORTHEASTERLY by land of I. G. Miller & Bro., Inc., 88.44 feet;
SOUTHEASTERLY by land of the Boston and Maine Corporation, 406. feet;
WESTERLY by land of the Pleasant Wheeler Trust, 115.70 feet;
NORTHERLY by Wheeler Court and land of the Pleasant Wheeler Trust, Leo Levine Trustee, 122 feet; and
WESTERLY by land of the Pleasant Wheeler Trust, Leo Levine, Trustee, 80 feet to the point of BEGINNING.

BK-5650 PG 269

see
A portion of Block 17, Parcel 28 - (Sav.) - The excluded portion of this parcel, located on the Northeastly side of Alley Street, containing 35,760 square feet more or less, owned now or formerly of the Bourneuf Corporation, is bounded and described as follows:

SOUTHEASTERLY by Alley Street, 283.20 feet;
WESTERLY by three courses, 47 feet, 44.04 feet and 38.27 feet;
NORTHERLY by land now or formerly of the Boston and Maine Corporation, 363.58 feet; and
EASTERLY by land of the Bourneuf Corporation, 56 feet to the point of BEGINNING.

Essex ss. Recorded Nov. 14, 1969. 4 m. past 11 A.M. #72

